

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

ABDULLAH BYANOONI,
individually and on behalf of a class
and subclass of similarly situated
individuals,

Plaintiff,

v.

MERRILL LYNCH, PIERCE,
FENNER & SMITH; BANK OF
AMERICA CORPORATION; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 3:12-cv-05270-RS

**DECLARATION OF JENNIFER M.
KEOUGH REGARDING NOTICE
AND SETTLEMENT
ADMINISTRATION**

HON. RICHARD SEEBORG

DECLARATION OF JENNIFER M. KEOUGH REGARDING
NOTICE AND SETTLEMENT ADMINISTRATION

I, JENNIFER M. KEOUGH, declare as follows:

1. I am the Chief Operating Officer of Garden City Group, LLC¹. (“GCG”). The following statements are based on my personal knowledge and information provided by other GCG employees working under my supervision, and if called on to do so, I could and would testify competently about these issues.

2. GCG has a considerable amount of expertise in class action administration and the development of notice programs. In its history of over 25 years, our team has served as administrator for over 3,000 cases. GCG has mailed over 290 million notices, disseminated over 800 million emails, handled over 29 million phone calls, and distributed over \$37 billion in benefits.

3. GCG was appointed as Claims Administrator pursuant to Section 6.2 of the Settlement Agreement and Release dated June 26, 2014², and in accordance with the Order Certifying Provisional Settlement Class; Preliminarily Approving Class Action Settlement and Providing for Notice to the Settlement Class as Modified by the Court, dated August 4, 2014 (the “Court’s Preliminary Approval Order”).

4. I submit this Declaration pursuant to Section 7(e) of the Court’s Preliminary Approval Order to advise the Parties and the Court as to compliance with the notice procedures as set forth in the Settlement Agreement, Settlement Class Member communications, and claims administration.

¹ Please note that The Garden City Group, Inc. is now Garden City Group, LLC.

² Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Settlement Agreement and Release (“Settlement Agreement”).

DATA TRANSFER

5. Pursuant to the Settlement Agreement, and in accordance with the Court's Preliminary Approval Order, on or about September 4, 2014, Counsel for Defendants provided GCG with an electronic file containing data records for 114,184 potential Class Members ("Class List"). Included in the data when available were the names, last known mailing addresses, and the last known email addresses for potential members of the Class.

DISTRIBUTION OF THE NOTICE BY EMAIL

6. Pursuant to Section 9 of the Settlement Agreement, and in accordance with the Court's Preliminary Approval Order, GCG was responsible for providing a class notice to Class Members. Pursuant to Section 9.2 of the Agreement, GCG caused the notice to be formatted for electronic distribution by email to Class Members with an available email address. Attached as Exhibit A is a sample of the notice that GCG electronically disseminated to Class Members ("Email Notice"). After removing duplicates from the Class List, 104,033 records with available and valid email addresses remained (the "Email List").

7. GCG commenced sending the Email Notice by email on November 4, 2014. GCG transmitted a total of 104,033 Email Notices to the last known email addresses as they appeared in Defendants' records. GCG closely monitored the failed email delivery attempts throughout the email campaign. Ultimately, GCG could not deliver a total of 9,455 Email Notices. GCG could not deliver 8,800 Email Notices because the email address no longer existed, the email account was closed, or the email address had a bad domain name or address error (collectively, "Hard Bouncebacks"). After at least two additional attempts, GCG could not deliver 655 Email Notices due to reasons such as inactive or disabled accounts, full recipient mailboxes, recipient server network and technical auto-replies, or the recipient server was busy or unable to deliver (collectively, "Soft Bouncebacks").

DECLARATION OF

JENNIFER M. KEOUGH

- 3 -

Case No.: 3:12-cv-05270-RS

1 **PUBLICATION OF THE NOTICE**

2 8. Pursuant to Section 9.3 of the Settlement Agreement, and in
3 accordance with the Court's Preliminary Approval Order, GCG caused the
4 Publication Notice to be published once in the November 2, 2014 print version of
5 *Parade* magazine, which was on sale November 2, 2014. *Parade* magazine is a
6 Sunday newspaper magazine designed to educate, entertain and inspire. Editorial
7 focuses on how regular people can make a difference in their lives, their
8 communities, and the world. Pages cover investigative articles, celebrities, health,
9 science, fitness, beauty, high school sports, and intellectual challenges. Attached
10 hereto as Exhibit B is a tear sheet featuring the Publication Notice as seen in
11 *Parade* magazine.

12 9. Pursuant to Section 9.3 of the Settlement Agreement, and in
13 accordance with the Court's Preliminary Approval Order, GCG caused the
14 Publication Notice to be published once in the November 2, 2014 print version of
15 *USA Weekend* magazine, which was on sale November 2, 2014. *USA Weekend*
16 magazine is a general interest newspaper magazine written for readers who want to
17 become better informed about the topics that matter most in their daily lives;
18 family and food, getting fit and staying healthy, personal finance to personal
19 computing, the latest in entertainment and the newsmakers and newcomers at the
20 national forefront. Attached hereto as Exhibit C is a tear sheet featuring the
21 Publication Notice as seen in *USA Weekend* magazine.

22 **SETTLEMENT WEBSITE**

23 10. Pursuant to Section 9.4 of the Settlement Agreement, on October 31,
24 2014, GCG established a Settlement Website, www.CACallRecordingClassAction.com,
25 dedicated to the Settlement, which contains various materials relating to the
26 Settlement, including the Settlement Agreement, the Court's Preliminary Approval
27 Order, the Complaints, and the Notice. The Settlement Website also provides

28 DECLARATION OF

JENNIFER M. KEOUGH

1 additional information about the Settlement including an overview of the
2 Settlement, important dates and deadlines, and a list of answers to frequently asked
3 questions. Settlement Class Members could also download a paper copy of the
4 Claim Form or submit a claim online. True and correct copies of the Notice and
5 Claim Form, which were available on the Settlement Website and to potential
6 Class Members upon request, are attached hereto as Exhibit D. GCG has and will
7 continue to maintain and update the Settlement Website throughout the
8 administration of the Settlement.

9 **TOLL-FREE TELEPHONE NUMBER**

10 11. Pursuant to the Parties' request, on October 31, 2014, in order to
11 accommodate inquiries regarding the Settlement, GCG made operational a
12 telephone number, 1 (877) 916-8380, with an Interactive Voice Response ("IVR")
13 system. Callers have the ability to listen to important information about the
14 Settlement and could have requested a copy of the Claim Form and Notice 24
15 hours a day, 7 days a week. The IVR system also provides callers with the ability
16 to speak to a live operator during business hours or leave a message during non-
17 business hours. GCG has and will continue to maintain and update the IVR
18 throughout the administration of the Settlement.

19 **EXCLUSIONS**

20 12. Pursuant to Section 12.1 of the Settlement Agreement, Settlement
21 Class Members wishing to be excluded from the Settlement were required to do so
22 by sending a written Request for Exclusion to the Claims Administrator,
23 postmarked no later than February 5, 2015. As of March 18, 2015, GCG had
24 received one (1) Request for Exclusion. The individual who requested exclusion
25 from the Class is attached hereto as Exhibit E.

OBJECTIONS

13. Pursuant to Section 13.1 of the Settlement Agreement, Settlement Class Members wishing to object to the Settlement were directed to file their written objections to the Court and submit a copy of the objection to the Claims Administrator, such that they were received by no later than February 5, 2015. As of March 18, 2015, GCG had not received any objections.

CLAIMS

14. Pursuant to Section 11.2 of the Settlement Agreement, Settlement Class Members were required to submit their Claim Forms postmarked by February 5, 2015. As of March 18, 2015, GCG had received 2,084 timely and unique claims.

15. As of March 18, 2015, GCG had received four (4) late claims postmarked and received after February 5, 2015.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 19th day of March, 2015 in Seattle, Washington.



Jennifer M. Keough

Exhibit A

From: CACallRecordingClassActionAdministrator@tgccinc.com
Sent:
To:
Subject: Byanooni v. Merrill Lynch – Notice of Proposed Settlement of Class Action

If You Received A Telephone Call From Merrill Lynch, Pierce, Fenner & Smith Inc. While Within The State of California From August 17, 2011 Through August 4, 2014 That Was Recorded And/Or Monitored Without Your Consent You Could Get A Settlement Payment From A Proposed Class Action Settlement

Legal Notice

SUMMARY NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA

Abdullah Byanooni, individually and on behalf of a class and subclass of similarly situated individuals v.
Merrill Lynch, Pierce, Fenner & Smith, and Bank of America Corporation,

Civil Action Case No. 3:12-cv-05270-RS

THE LITIGATION

There is a proposed class action settlement involving Merrill Lynch, Pierce, Fenner & Smith Inc. (“Merrill Lynch”) and Bank of America Corporation (collectively, “Defendants”). The lawsuit claims that Defendants violated California’s Invasion of Privacy Act, Penal Code § 630 et seq. (“CIPA”) by recording and/or monitoring telephone calls between Merrill Lynch and its customers without consent to do so, from August 17, 2011 through August 4, 2014. Potential statutory damages under CIPA are \$5,000 per violation or three times the actual damages, if any, whichever is greater. Defendants contend that Merrill Lynch has a policy and practice to disclose recording and/or monitoring through Interactive Voice Response on inbound calls, and verbal disclosure on outbound calls, and deny any wrongdoing whatsoever. The case has been prosecuted and defended, but there has been no trial, and the Court has not decided who is right, or whether the case should proceed to trial as a class action. The Court also authorized this notice. The Court will have a hearing to consider whether to approve the settlement so that the settlement payments may be paid.

WHO IS INCLUDED IN THE PROPOSED SETTLEMENT?

All customers of Merrill Lynch’s Merrill Edge Advisory Center and self-directed online investment platform within the State of California who, on or after August 17, 2011 through August 4, 2014 received a telephone call from Merrill Lynch that was recorded and/or monitored.

WHAT DOES THIS PROPOSED SETTLEMENT PROVIDE?

If the settlement is approved by the Court, the Defendants will pay \$750,000.00 to establish a Settlement Fund. From the Settlement Fund, Class Members who submit a valid claim form will receive a pro rata share of the Settlement Fund less any award of attorneys’ fees and costs not to exceed \$187,500.00; less any costs of notice and claims administration; and less the incentive payments to the named plaintiff, Abdullah Byanooni, not to exceed \$5,000.00.

YOUR OPTIONS

You may remain in the Settlement Class, exclude yourself from the settlement, or object to the settlement. If you remain in the settlement, and are eligible to submit a claim, your claim form must be postmarked by February 5, 2015 or submitted online by February 5, 2015. If you don't want to be legally bound by the settlement, you must exclude yourself, and your request for exclusion must be postmarked by February 5, 2015. Any objection must be postmarked by February 5, 2015. Your rights and your options are fully explained in the detailed "Long Form Notice." If you would like a Long Form Notice or claim form, you can get one by writing to the Claims Administrator, The Garden City Group, Inc. at the following address: Byanooni v. Merrill Lynch c/o GCG, P.O. Box 35121, Seattle, WA 98124-5121, or at the website: www.CAcallrecordingclassaction.com.

HOW CAN I GET A PAYMENT?

Mail in your completed claim form (postmarked) no later than February 5, 2015 or submit a claim form online at the settlement website no later than February 5, 2015.

THE FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing on March 19, 2015 at 1:30 p.m in Courtroom 3 of the United States District Court, Northern District of California, located at 450 Golden Gate Avenue, San Francisco, California 94102 to determine whether the proposed settlement should be approved and to consider Plaintiff's counsel's application for attorneys' fees and costs. You may attend and request to speak at the hearing but you do not have to do so.

COMPLETE NOTICE AND OTHER INFORMATION

This notice is only a summary. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.CAcallrecordingclassaction.com; by contacting the Claims Administrator in writing at Byanooni v. Merrill Lynch c/o GCG, P.O. Box 35121, Seattle, WA 98124-5121; by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>; or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

If you wish to UNSUBSCRIBE from future email messages from the Claims Administrator with regard to this Settlement, please click on this [link](#).

Exhibit B

State of Tennessee

County of Davidson

Sam C. Payne, being duly sworn, makes oath as follows:

Please let this letter serve as verification of 3,802,615 printed copies of Parade Magazine 11/2/14 issue in CA.



Affiant's Signature

Sworn to and subscribed before me this day 4th day of November, 2014.



Notary's Signature

My commission expires: July 20, 2015

 Taking control of **DIABETES** takes an extra hand™

Parade

SUNDAY, NOVEMBER 2, 2014 | PARADE.COM

ENCORE ENTREPRENEURS

How Five Late Bloomers
Turned Big Ideas
Into Sweet Success

Anthony Full of
Louisville, Colo.,
launched Rock Barbers
to honor the classic
American barbershop—
and to make a living.



Kennections

By Ken Jennings

HOW TO PLAY

All five correct answers have something in common.
Can you figure out what it is?

1. What star had to lose 15 pounds of *X-Men* muscle to play Jean Valjean in 2012's *Les Misérables*?

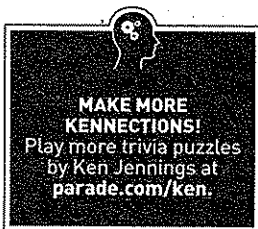
2. Back in April, Jimmy Fallon read a list of "top 10 reasons why" what fellow late-night host "is retiring"?

3. What "Thanks for the Memories" comedian headlined 57 USO tours for American military personnel?

4. In 2008, what daytime TV personality married longtime partner Portia de Rossi at their California home?

5. What then 60-year-old *City Slickers* actor signed a one-day contract with the Yankees in 2008 and struck out in a spring training game?

► WHAT'S THE "KENNECTION" BETWEEN ALL FIVE ANSWERS?



ANSWERS: 1. HUGH JACKMAN;
2. DAVID LETTERMAN; 3. BOB HOPE; 4. ELLEN DEGENERES;
5. BILLY CRISTAL
► ALL WERE OSCAR HOSTS

PHOTO: ANDY REYNOLDS

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YOUR OPTIONS

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TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

www.CAcallrecordingclassaction.com

877-916-8380

Exhibit C



PROOF OF PUBLICATION

I hereby certify that the Legal Notice for

Garden City Group (GCG)/Merrill Lynch

Ran in
USA WEEKEND MAGAZINE

We hereby declare that Garden City Group (GCG)/ Merrill Lynch booked an advertisement for Class Action Suit that was in size an M page unit. This legal advertisement published in California for USA WEEKEND Magazine.

On

November 2, 2014

USA WEEKEND REPRESENTATIVE

Signed: Brian C. Jones

Brian C. Jones, Sr. Manager/Advertising Operations

Date: 11-3-14

Please imprint seal



James R. Roates
Notary Public Signature Expires 9-10-2015

Commissioner of Notary Public as Joanne Ann Ashby

*** MUST BE NOTARIZED FOR LEGAL PURPOSES ***

*** Please mail along with a tearsheet to:

GCG Communications
5335 SW Meadows Rd. Suite 365
Lake Oswego, OR 97035
Attn: Jennifer Trask
503.906.5304



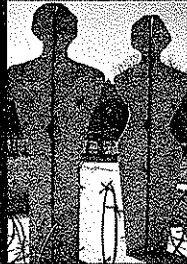
USA WEEKEND

OCTOBER 31 - NOVEMBER 2, 2014 • usaweekend.com

TWENTY-FIVE YEARS AGO, THE BERLIN



WALL CAME DOWN.



WHAT WAS A



MONUMENT OF OPPRESSION NOW

SERVES AS MANY SCATTERED



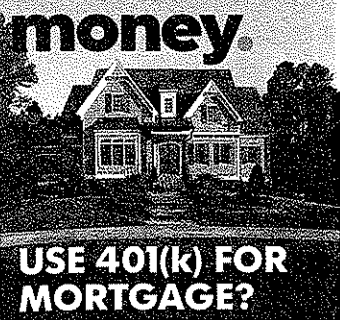
SYMBOLS OF FREEDOM. STORY, PAGE 6



[facebook.com/usaweekend](https://www.facebook.com/usaweekend)



@usaweekend



My wife and I are thinking of paying down the mortgage on our house using the money in our 401(k) plans. I am 60, so there won't be any 10% penalty for early withdrawal. Please explain the tax implications.

— David Love, Bedford, Texas

You will owe income tax on any portion of the withdrawal that derives from pre-tax contributions,

PERSONAL FINANCE says Denise Appleby, CEO of Appleby Retirement Consulting in Grayson, Ga. Appleby says to also consider these factors:

Your income tax rate. The extra income from withdrawing money from your 401(k) could push you into the next marginal tax rate, or "tax bracket" — say, from 10% to 15%. That higher rate would be applied to any additional dollars of taxable income earned.

The interest rate on your mortgage. Determine how much you'd save if you paid it off. Also, if you itemize, you won't be able to deduct your mortgage interest.

The net effect of both options. Both assets grow tax-deferred, but it's possible the money in your 401(k) is growing, and will continue to grow, at a faster rate than it would in your home. Keeping the money in your 401(k) and keeping your mortgage interest deduction might be the better option, all else being equal. ▣

Robert Powell is a veteran personal-finance journalist. Read advice and submit a question at usaweekend.com.

USA WEEKEND • Oct. 31-Nov. 2, 2014 13

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877-916-8380

Exhibit D

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of a class and subclass of similarly situated
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MERRILL LYNCH, PIERCE, FENNER, & SMITH;
BANK OF AMERICA CORPORATION; and DOES
1 through 10, inclusive,

Defendants.

Case No. 3:12-cv-05270-RS

NOTICE OF CLASS ACTION SETTLEMENT

1. Why Should You Read This Notice?

You should read this notice because you may be eligible to claim money from a class action settlement if you are a member of the class as defined below:

All customers of Merrill Lynch's Merrill Edge Advisory Center and self-directed online investment platform within the State of California who, on or after August 17, 2011 through August 4, 2014, received a telephone call from Merrill Lynch that was recorded and/or monitored.

The class is referred to in this Notice as the "Settlement Class," and members of the Settlement Class are referred to as "Settlement Class Members" or "Class Members."

2. What is the Case About?

On August 17, 2012, a class action was filed by Plaintiff Abdullah Byanooni ("Plaintiff") in the Superior Court of California, County of San Francisco, Case No. CGC-12-523355. The case was removed to the United States District Court, Northern District of California, Case No. 3:12-cv-05270-RS (the "Action"). The complaint in the Action alleges that defendants Merrill Lynch, Pierce, Fenner & Smith Inc. ("Merrill Lynch") and Bank of America Corporation (collectively "Defendants") violated California's Invasion of Privacy Act ("CIPA"), Penal Code section 630 et seq. ("CIPA"), by recording and/or monitoring calls between Plaintiff and Merrill Lynch without obtaining consent to do so. Potential statutory damages under CIPA are \$5,000 per violation or three times actual damages, if any, whichever is greater. The complaint asserts claims for (1) Unlawful Recording and Interception of Communications (Violation of California Penal Code § 632.7); and (2) Unlawful Recording of and Eavesdropping upon Confidential Communications (Violation of California Penal Code § 632).

Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, and further deny that the Action is appropriate for class treatment for any purpose other than this settlement. Defendants contend, among other things, that they have complied at all times with CIPA, as Merrill Lynch has a policy and practice to disclose recording and/or monitoring through Interactive Voice Response on inbound calls and verbal disclosure on outbound calls, and in any event, the reasonable expectation of privacy requirement for the CIPA claims asserted by Plaintiff was not met by Plaintiff.

The Court has made no findings regarding the above claims of Plaintiff or Defendants.

3. The Proposed Settlement.

Without admitting any wrongdoing and to avoid litigating these claims, Defendants in the Action have agreed to pay \$750,000.00 (“Settlement Fund”), which includes: (a) up to \$187,000.00 for Plaintiff’s counsel for attorneys’ fees and costs; (b) up to \$5,000.00 for an incentive payment to Plaintiff; (c) costs of administering the class settlement and notice; and (d) payments to the Settlement Class Members (Settlement Class Members will receive a pro rata share of the Total Settlement Amount less any award of attorneys’ fees and costs, less any costs of notice and claims administration (estimated to be \$140,000), and less the incentive payment to Plaintiff). Class Counsel’s attorneys’ fees and costs and Plaintiff’s incentive payments remain subject to Court approval. Payments will be distributed to Settlement Class Members who submit timely, valid Claim Forms.

4. What Do I Need To Do To Collect Money?

To get money from the settlement, you must complete the enclosed Claim Form, sign it, and mail it (postmarked) to the Claims Administrator on or before February 5, 2015 or submit the Claim Form online at www.CAcallrecordingclassaction.com on or before February 5, 2015.

The Claim Form will include (a) the Settlement Class Member’s full name; (b) confirmation that the Class Member, on or after August 17, 2011 through August 4, 2014, (1) received a telephone call from Merrill Lynch while within the State of California, and (2) that at the time such call was received, the Class Member was a customer of Merrill Lynch’s Merrill Edge Advisory Center and/or self-directed online investment platform; (c) the approximate date of, and telephone number used to receive each such telephone call; (d) for mailed claim forms, the Class Member’s signature; and (e) for Claim Forms submitted via a web form, the Class Member’s electronic signature.

5. What Happens If I Do Nothing?

If you do nothing, you will not receive any money. You will still be deemed part of the Class Action, and you will be releasing all claims you may have related to the allegations in the case.

6. What Do I Need To Do If I Want To Request Exclusion From The Settlement?

You may request to be excluded from the settlement. **Class Members who request to be excluded from the settlement will NOT receive any money, nor will they have released their claims.** To request to be excluded from the settlement, you must prepare and submit a written exclusion request (“Exclusion Request”) with your name and address to the Claims Administrator. The Exclusion Request shall be in writing and include the name and number of the Action, the Class Member’s name, address, and telephone number and must be signed by the Class Member. The request must be mailed to the Claims Administrator (postmarked) on or before February 5, 2015

7. What Do I Need To Do If I Want To Object To The Settlement?

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

Any Class Member who intends to object to the settlement must object in writing, file his or her objections with the Court (“Objection”), and submit a copy of the Objection to the Claims Administrator. All written Objections, supporting papers and/or notices to the Court of intent to appear at the final fairness hearing must: (a) set forth the name and case number of the Action (*Byanooni v. Merrill Lynch, Pierce, Fenner, & Smith et al.*, Case Number 3:12-cv-05270-RS); (b) set forth the objecting Class Member’s name, address, telephone number; (c) set forth all arguments, citations and evidence supporting the Objection; (d) include a statement of whether the objecting Class Member intends to appear at the hearing for final approval of the class action settlement, and whether the objecting Class Member intends to appear at the hearing with or without counsel; (e) be submitted to the Court either by mailing (postmarked) them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102, or by filing them in person at any location of the United States District Court for the Northern District of California on or before February 5, 2015; and (f) be submitted to the Claims Administrator by mail (postmarked) on or before February 5, 2015.

8. What Am I Giving Up By Participating In the Settlement?

Settlement Class Members (other than those who timely submit requests for exclusion) will be bound by a release of claims. The release discharges Defendants, and any of their former, present and future direct and indirect parents, affiliates, subsidiaries, successors and predecessors and all of their respective former, present and future officers, directors, shareholders, managers, general partners, limited partners, employees, servants, agents, principals, attorneys, representatives, insurers, reinsurers, predecessors, successors, divisions, joint ventures, assigns, independent contractors and vendors (“Released Parties”), from any and all actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, and demands, of whatever character, known or unknown, arising out of, relating to, or in connection with, the operative complaint in the Action, the claims asserted in the Action, the Released Parties’ recording and/or monitoring of calls, and the administration of this settlement.

As part of the release, each Settlement Class Member who does not timely submit a request for exclusion will waive all rights and benefits afforded by section 1542 of the California Civil Code as it relates to the released claims or any other similar statute of any other state with respect to the claims released, and will do so understanding the significance of that waiver. Section 1542 provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

By waiving Section 1542, each Settlement Class Member (other than those who have timely and properly submitted a request for exclusion) acknowledges that he or she may hereafter discover facts different from, or in addition to, those which he or she now claims or believes to be true with respect to the claims released, and agrees that the settlement shall remain effective in all respects notwithstanding the discovery of such different, additional or unknown facts. Each Settlement Class Member who does not submit a request for exclusion assumes the risk of any misrepresentation, concealment or mistake. If the Settlement Class Member should subsequently discover that any fact relied upon by him or her in deciding whether to participate in the settlement was untrue, or that any fact was concealed from him or her, or that his or her understanding of the facts or of the law was incorrect, he or she shall not be entitled to any relief in connection therewith, including without limitation, any alleged right or claim to set aside or rescind the settlement. This settlement is intended to be and is final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intention to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

9. Background Of Settlement.

Plaintiff and his counsel believe that the claims asserted in the Action have merit. However, Plaintiff's counsel recognizes the expense, length and uncertainty of continued litigation. Although Defendants deny that they committed any wrongdoing, they believe that further litigation would be protracted, expensive, and contrary to their best interests. Thus, the parties entered into settlement negotiations which resulted in the settlement. The Honorable Richard Seeborg has determined on a preliminary basis that the settlement is fair, reasonable, and adequate and in the best interests of the Class.

10. Who are the Attorneys and the Claims Administrator?Attorney for Plaintiff and the Class are:

Anthony J. Orshansky, Esq.
Orshansky & Yeremian LLP
9301 Wilshire Blvd., Suite 650
Beverly Hills, CA 90210
Telephone: (310) 277-9945
anthony@oyllp.com

Attorneys for Defendants are:

Marc Lackner, Esq.
Reed Smith LLP
101 Second Street, Suite 1800
San Francisco, CA 94105-3659
Telephone: (415) 543-8700
mlackner@reedsmith.com

The Claims Administrator is The Garden City Group, Inc.:

Byanooni v. Merrill Lynch
c/o GCG
P.O. Box 35121
Seattle, WA 98124-5121

11. Notice of Hearing on Final Approval and Objections to Class Action Settlement.

A Final Fairness Hearing will be held before the Honorable Richard Seeborg on March 19, 2015, at 1:30 p.m. in Department 3 of the United States District Court, Northern District of California, located at 450 Golden Gate Avenue, San Francisco, California 94102, to determine whether the proposed settlement is fair, reasonable, and adequate. You do not need to appear at this hearing. The hearing may be continued without further notice. Class Members are advised to check the settlement website or the Court's PACER site to confirm that the hearing date has not been changed.

12. Examination of Papers and Inquiries.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.CAcallrecordingclassaction.com; by contacting the Claims Administrator in writing at Byanooni v. Merrill Lynch c/o GCG, P.O. Box 35121, Seattle, WA 98124-5121; by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>; or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

The operative complaint in the Action, Settlement Agreement, Claim Form, and this Notice may also be viewed at www.CAcallrecordingclassaction.com.

**MUST BE
POSTMARKED ON
OR BEFORE
FEBRUARY 5, 2015**

**Byanooni v. Merrill Lynch
c/o GCG
P.O. Box 35121
Seattle, WA 98124-5121
Toll-Free: 1 (877) 916-8380**



Control No:
Claim No:

REQUIRED ADDRESS INFORMATION OR CORRECTIONS

If the pre-printed address to the left is incorrect or out of date, **OR** if there is no pre-printed data to the left, **YOU MUST** provide your current name and address here:

Name:

Address:

City/State/ZIP:

Claim Form

Abdullah Byanooni, individually and on behalf of a class and subclass of similarly situated individuals v. Merrill Lynch, Pierce, Fenner & Smith, and Bank of America Corporation,

United States District Court, Northern District of California, Case No.: 3:12-cv-05270-RS

THIS CLAIM FORM MUST BE POSTMARKED BY FEBRUARY 5, 2015, OR SUBMITTED ONLINE BY FEBRUARY 5, 2015.

TO BE ELIGIBLE TO CLAIM MONEY FROM THE SETTLEMENT, YOU MUST (1) COMPLETE ALL SECTIONS OF THIS FORM, (2) SIGN THIS FORM, AND (3) RETURN IT BY MAIL TO THE CLAIMS ADMINISTRATOR AT THE ADDRESS BELOW OR SUBMIT THE FORM VIA THE WEB FORM. TO BE EFFECTIVE BY MAIL THIS DOCUMENT MUST BE POSTMARKED NO LATER THAN FEBRUARY 5, 2015, AND MAILED TO:

Byanooni v. Merrill Lynch
c/o GCG
P.O. Box 35121
Seattle, WA 98124-5121

TO BE EFFECTIVE BY WEB FORM, THE WEB FORM MUST BE SUBMITTED ONLINE AT WWW.CACALLRECORDINGCLASSACTION.COM NO LATER THAN FEBRUARY 5, 2015.

Name (Printed):

Address:

City:

State:

ZIP:

Current Contact Telephone:

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Approximate date on or after August 17, 2011 through August 4, 2014, on which you received a telephone call from Merrill Lynch, Pierce, Fenner & Smith Inc. while within the State of California:

/ /

Telephone number used to receive each such telephone call listed above:

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By signing below, you affirm that on or after August 17, 2011 through August 4, 2014, you (1) received a telephone call from Merrill Lynch, Pierce, Fenner & Smith Inc. while within the State of California and (2) that at the time you received such phone call, you were a customer of Merrill Lynch's Merrill Edge Advisory Center and/or self-directed online investment platform and did not receive a warning that the call would be monitored and/or recorded.

Signature:

Date:

/ /

Exhibit E

**Byanooni v. Merrill Lynch,
Requests for Exclusion Received**

GCG ID #	Name	City	State
1631	CONSTANTINE EVANS	PASADENA	CA